DOCUMENT RESUME

ED 450 485 EA 030 919

| | |
|---|---|
| AUTHOR | Koppich, Julia E.; Kerchner, Charles Taylor |
| TITLE | Rethinking Labor-Management Relations: It's a Matter of Trust, or Is It? |
| PUB DATE | 2000-04-00 |
| NOTE | 28p.; Paper presented at the Annual Meeting of the American Educational Research Association (New Orleans, Louisiana, April 24-28, 2000). |
| PUB TYPE | Information Analyses (070) |
| EDRS PRICE | MF01/PC02 Plus Postage. |
| DESCRIPTORS | Academic Achievement; *Collective Bargaining; *Contracts; *Cooperation; Educational Change; Educational Improvement; Elementary Secondary Education; Public Schools; *School Districts; *Teacher Associations; *Trust (Psychology) |

ABSTRACT

This paper discusses the role of trust in relationships between teacher unions and their school districts. While the authors are not opposed to unions and management developing more trusting and collaborative relationships, their experiences and research suggest that trusting relationships will not by themselves bring about education improvement. More important is a fundamental commitment on the part of both teacher unions and school districts to change both the purpose and the scope of negotiated agreements. If the result of more cordial negotiations is simply a more cooperative atmosphere, then little of substance will have been accomplished. Union-management collaboration should not imply consistent civility. Bargaining is not an either-or proposition, either collaborative bargaining or adversarial negotiations. There must be a willingness to discuss issues that have traditionally been taboo. (Contains 19 references.) (DFR)

Reproductions supplied by EDRS are the best that can be made
from the original document.

PERMISSION TO REPRODUCE AND DISSEMINATE THIS MATERIAL HAS BEEN GRANTED BY

J. Koppich

TO THE EDUCATIONAL RESOURCES INFORMATION CENTER (ERIC)

# RETHINKING LABOR-MANAGEMENT RELATIONS: IT'S A MATTER OF TRUST, OR IS IT?

U.S. DEPARTMENT OF EDUCATION
Office of Educational Research and Improvement
EDUCATIONAL RESOURCES INFORMATION CENTER (ERIC)

☑ This document has been reproduced as received from the person or organization originating it.

☐ Minor changes have been made to improve reproduction quality.

• Points of view or opinions stated in this document do not necessarily represent official OERI position or policy.

**Julia E. Koppich**
**Charles Taylor Kerchner**

ED 450 485

Trust is such a simple word. One syllable. Five letters. We often read about, or talk about, trust as being the essential ingredient in all manner of important relationships—marriages, friendships, business partnerships.

What about trust in labor-management relationships? More specifically, what is the role of trust in relationships between teacher unions and their school districts?

For the last several years, there has been considerable policy talk, and some substantial on-the-ground union-management action, around the linked issues of trust, collaboration, and cooperation. Some, on both the union and management sides, go so far as to assert that, if only it were possible to answer in the affirmative the now-infamous Rodney King plaint, "Can't we all just learn to get along,?" many educational problems would be much closer to solution.

Toward this end, "win-win" and other forms of collaborative bargaining have become quite popular in many school districts. Indeed, where these efforts have been taken seriously by union negotiators and their school district counterparts, the resulting collective bargaining agreements have been achieved more peacefully and amicably than would otherwise have been possible. The resulting contracts, however, have not been substantively different than those that were reached with less labor-management accord.

In this paper, we take the less politically correct road. To be clear, we are not opposed to unions and management developing more trusting and

EA 030919



BEST COPY AVAILABLE

collaborative relationships. We believe this would be a good thing. But our experience and research suggest that trusting relationships will not, by themselves, bring about education improvement. More important is a fundamental commitment on the part of both teacher unions and school districts to change both the purpose and the scope of negotiated agreements.

## WHAT IS "TRUST"?

Trust involves an individual's, or a group's, reliance on another under conditions of dependence and risk (Kipnis, 1996). "Dependence" and "risk" are key here. One party is obliged to rely on another to accomplish some purpose. The decision to enter into this reliance relationship is predicated primarily on the computation of risks (Tyler, 1996). What will, or might, this relationship cost? What are the trade-offs inherent in trusting another? What might be gained and what might be lost?

Trust also implies vulnerability. Unless trusting another carries with it the potential for loss, unless each party can find itself with less at the end of the process than it possessed at the beginning, there is no need to trust. In order for trust to matter as a factor in a relationship, the potential outcomes of that relationship must be consequential (Mishra, 1996). Each side must care *if* it "wins" or "loses," and must care *what* it wins or loses. Each side must have a stake in the outcome.

Trust is also a calculation of the likelihood of future cooperation. It is the expectation of an *ongoing relationship* that sustains trust in the action of others. Isolated acts of cooperation are unlikely to have much impact on the collective outcome (Tyler, 1996; Kramer, Brewer, and Hanna, 1996). One time, ephemeral efforts at building trust, are likely to be seen as time-bound self-interest. Once

the activity or event or situation that has caused one side to seek a more cooperative relationship with the other has passed, few footprints of trust are likely to remain.

In order for trust to prevail, the parties to the relationship must recognize they have common interests. They must agree to follow a common set of rules, even if these rules shift over time. Statements and actions must be consistent. One cannot proclaim allegiance or fealty to another and at the same time engage in actions designed to undermine the partner's efforts. The decision-makers in the relationship must recognize that their own welfare and the collective fate are coupled (Kramer, 1996). In other words, each does well only so long as both do well.

In collective bargaining terms, trust assumes honesty in negotiations. It implies that neither side will take excessive advantage of the other even when the opportunity is available (Tyler, 1996).

Negotiated contracts are about the allocation of scarce, or if not scarce, at least finite resources including money, power, and authority. Contracts are ultimately concluded by means of strategic decisions—"What can I give up? What will I get?"—and a recognition that neither side can act unilaterally. The union cannot settle a contract on its own, nor can the district. Contracts represent compromise for both sides. As the late President of the American Federation of Teachers Al Shanker used to remind his members when he was head of the New York City local, "We would have a much better contract if the school board would just let me write it."

In the best of all possible worlds, trust represents common membership in a professional community. A "We're all in this together" philosophy pervades union-management interactions.

Trust between teachers' unions and school district representatives is not part of the history of educational labor relations in this country. Collective bargaining in education comes out of a tradition in which trust between employees and employers, or most any form of union-management collaboration, is anathema.

**COLLECTIVE BARGAINING AS WE'VE (MOSTLY) KNOWN IT**

The January 8, 1937 headline in the *Cincinnati Enquirer* read, "Teachers Form Union; [School] Board Not Consulted." In a nutshell, that headline exemplifies why the struggle for collective bargaining rights in education was so difficult, and so hard fought.

The story of the development of collective bargaining in education is a more genteel version of the history of industrial unionism in America. It is different in degree, but not in kind.

As teachers organized in the 1960s and into the 1970s, they took their cues from the unions of industrial America (Koppich and Kerchner, 1993). New York City teachers struck in the early 1960s not over contract negotiations, but over the right to hold an election to select a single organization to represent them before their employer.

The conventional wisdom was that teachers would not organize into labor unions at all. But then, many had thought the same of industrial workers.

There is a story told—perhaps it is apocryphal—about the signing of the National Labor Relations Act in 1935. It is said that President Franklin Roosevelt

was visited by a delegation of American business executives who begged the president not to sign the labor bill into law. Giving workers the right to organize, and obligating management to negotiate contracts with their workers, said the captains of industry, would cripple the U.S. economy. Roosevelt listened patiently to his visitors and then, so the story goes, replied, "Don't worry about it. Workers will never come together in labor unions."

Whether Roosevelt was wrong or simply using a ploy to salve the worries of business leaders is a judgment for historians. Suffice it to say that the National Labor Relations Act was signed into law, American workers did organize, and collective bargaining became a reality. (Not incidentally, unions did not destroy the economy.)

There is an analog to the NLRA story in education. In the 1970s, California was on its third attempt to pass a collective bargaining law for teachers and other education workers. Not surprisingly, a number of groups, including the California School Boards Association, opposed the measure.

The school board group was assured it had little to worry about. "Teachers," they were told, "will never join unions and never agitate for collectively bargained contracts." Within two years of the passage of California's collective bargaining statute, commonly called the Rodda Act after its sponsor, then-Senator Albert Rodda, the majority of the state's 1,000 school districts had held representation elections and were well on their way to negotiating contracts.

Today, more than 90 percent of American public school teachers are members of either the American Federation of Teachers (AFT) or the National Education Association (NEA). Thirty-eight states have enacted public employee

collective bargaining laws. And even in states without such statutes (the so-called "right-to-work" states), teachers and school management, especially in big cities such as Dallas, Texas and Atlanta, Georgia negotiate written agreements prescribing teachers' wages, hours, and conditions of employment. Teachers' unions are today among the largest and most powerful public employee unions in the nation.

**From Meet and Confer to Contract Bargaining**

It is not so difficult to understand why teachers embraced unionism. Prior to collective bargaining, teachers did not speak for themselves; they were spoken for. Salaries, hours of employment, class sizes, and assignment and transfer procedures were set by school boards and enforced by administrators. Teachers generally had little influence over, and even less say in, establishing the conditions of their work. Decisions were made *on behalf of* teachers but with little *participation by* teachers.

Collective bargaining's precursor, "meet and confer"—sometimes called by teachers "meet and defer" or "collective begging"— offered teachers only modest opportunities to assert their own interests, to lobby for their own professional and economic concerns. Meet and confer was just as it sounds.

Management would meet with teachers and provide some opportunity for input on wages and other working conditions, but was under no legal obligation to reach agreement on any matters, much less abide by an agreement should one be reached. Even when an accord was reached and set to writing, the resulting document was in the form of a "memorandum of understanding" with neither legal force nor effect.

Under the meet and confer system, school district management acted as a unified entity when it entered into discussions with its teacher employees. Teachers, on the other hand, operated under a system of proportional representation.

The teacher team was assembled based on proportionate numbers of teachers in various categories—elementary and secondary teachers, counselors, coaches, librarians, and the like. Each teacher sub-group was out to secure the best deal for its own constituents and typically saw little advantage in banding with the others. Intra-team disputes were common and often quite public. There was no contest in this system regarding who held the power. It was always management.

Collective bargaining changed the rules of the game. Teachers elected a single organization to speak for them in negotiations with their employer. Contracts codified, often for the first time, the terms and conditions of teachers' employment. Collective bargaining gave teachers a voice in shaping the economic and professional conditions of their work.

**Purpose and Scope**

The contract, as we have come to know it, serves several purposes. First, it is the vehicle through which the union protects members from arbitrary and capricious actions of the employer. This is accomplished by virtue of standardized work rules. To ensure that members receive equitable treatment from the employer, the union, through the contract, develops uniform districtwide policies and procedures. The single salary schedule, for example, ensures that all teachers are paid in the same way. Salaried work time is defined (sometimes down to hours and minutes), transfer procedures are specified, and

workload issues are spelled out. The contract, then is a document meant to preserve fair and even-handed across-the-district treatment of teachers (Kerchner, Koppich, and Weeres, 1997).

Second, the collective bargaining agreement serves as a statement of the accrued rights of individual teachers. The contract establishes teachers' terms and conditions of employment by detailing the rights of those whose professional lives are governed by it. In effect, the contract serves almost as a handbook of accumulated job benefits, responsibilities, and exemptions (Kerchner, Koppich, and Weeres, 1997).

Third, the contract establishes a kind of Maginot line between teachers and administrators, union and management. Employees, it is assumed, desire secure financial and work rule arrangements, achieved particularly by restraining management's ability to alter workload. Thus, salary schedules are detailed, class sizes are specified, and many contracts go so far as to indicate the number of meetings per month teachers may be required to attend.

Employers, in classic bargaining arrangements, retain authority over educational policy and operational decisions, such as hiring personnel and allocating resources. A central principle of industrial-style labor-management relations is management's right to manage. Any rights the employer does not relinquish by contract language or past practice (past practice being a negotiations sticking point if ever there was one), remains the province of management (Elkouri and Elkouri, 1973).

This rather artificial distinction between "teacher roles" and "management roles" is reinforced in state statute by a specified narrow scope of bargaining. Items are either mandatory (must be bargained), permissive (may be bargained),

or prohibited subjects of bargaining. Salaries and benefits must be bargained. Curriculum, assessment, and selection of instructional materials typically fall into one of the latter two categories.

Industrial unionism is based on the notion of compliance. "Don't gripe; grieve" and "Management acts; union grieves" define the accepted method of problem solving. Disputes about contract interpretation or application are settled through a quasi-legal grievance procedure consisting of progressively higher level (principal to superintendent to school board or impartial arbitrator) due process hearings.

Teacher unionists inherited a tradition of adversarial labor-management behavior from their industrial union forbears. The story of bargaining in industry was until quite recently, and still is in many quarters, a tale of conflict and argument.

The National Labor Relations Act specifically discourages labor-management cooperation as a means of warding off the development of "company unions." State collective bargaining statutes for public employees, including teachers, contain no such admonition, but wariness about union-management collaboration is another consequence of borrowed industrial-style unionism.

Moreover, the narrow scope of bargaining enshrined in state laws contributes to union-management tension, if not outright animus. Teachers are often precluded from participating in binding discussions on issues nearest and dearest to their professional hearts.

For the first decade and a half of public employee collective bargaining, teachers found themselves smack in the middle of what Kerchner and Mitchell

have called "second generation unionism" (Kerchner and Mitchell, 1988). For the first time, teachers had legal standing to advocate—often loudly and vociferously—for the conditions under which they would teach. They were feeling their collective bargaining oats. It made sense for a time.

But then the stakes changed. With the publication in 1983 of *A Nation at Risk* and its dire warnings about the perilous state of American education, the attention of policymakers, the public, and educators became focused in a much more concentrated way on lagging student achievement. Business as usual—including the business of negotiating teacher contracts—was ripe for change.

While some called for the elimination of collective bargaining, cooler heads (or, at least those who understood the political impracticability of ending bargaining) began to suggest that a different form of bargaining was in order. End the union-management squabbling, take the level of the adversarial arguments down a decibel or two, and turn contract negotiations into a more civil, and more civilized, means of reaching agreement on teachers' wages, hours, and working conditions.

Enter collaborative bargaining.

## THE PROBLEM COLLABORATIVE BARGAINING AIMS TO SOLVE

Collaborative negotiations in its most common form is called "win-win" bargaining. Popularized by the Harvard Negotiations Project's Roger Fisher and William Ury, their 1981 book, *Getting to Yes: Negotiating Agreement Without Giving In*, became a must read for many district and union negotiators.[1]

---

[1] A variation on the win-win theme, less widely known but also used by some school districts and teacher unions, is "strategic bargaining." Strategic bargaining is future-oriented. Both sides

*Getting to Yes* was not written for teacher contract talks, or for that matter, for union-management negotiations at all. Fisher and Ury thought they were writing a book about "negotiating life" (Fisher and Ury, 1981).

The functional slogan of "win-win" negotiations is, "Hard on the problem, not hard on each other." Rather than a zero-sum game with identifiable winners and losers, win-win bargaining offered a process of mutual advantage.

Negotiations would be the product of compromise in the best sense of the word. Both the union and the district would get something, and each would give up something in return. More importantly, perhaps, win-win was meant to transform the collective bargaining process into a union-management collaboration in which reaching mutually desired goals was possible. Trust was an implicit part of the process.

Four principle tenets provide the foundation for win-win bargaining. The first is, "Separate people from the problem." In other words, personal animosities have no place at the bargaining table. The problem to be solved, not the people involved in the solution, is paramount.

Second, "Focus on interests, not positions." Rather than taking a position—for example, "Teachers must have a 10 percent raise", or "The district will provide no more than a three percent raise"—collaborative bargaining encourages the parties to concentrate on the goal. If both sides agree teachers deserve a salary increase, negotiations should center on achieving that goal, not

---

forecast what they want the organization (in this case, the schools and the district) to look like and then develops a contract that helps them reach achieve their vision. Strategic bargaining assumes that both labor and management contribute to each other's long-term success (Cohen-Rosenthal and Burton, 1987).

ensuring that the view of one side or the other prevails. This leads to the third win-win tenet: "Invent options for mutual gains."

The goal here is for both union and management to generate a variety of possibilities—a range of possible acceptable solutions—before zeroing in on a single resolution. In this way, each side sees more clearly the other's point of view and the eventual solution represents an accommodation to each party's needs and interests.

This leads to the fourth principle, "Evaluate options with standards, not power." In other words, insist that the results of negotiations be based on some agreed upon, reasonably objective measure and not on the relative political strength of either side.

The goal of collaborative bargaining is to dampen labor-management conflict by constructing a system in which each side recognizes the interests of the other as well as their mutual interests. Following the principles of collaborative, or win-win, negotiations reduces the heat of contract talks and imposes a kind of order on an often disorderly arena.

This is an important contribution. The public has little appetite for what it views as internecine squabbles between unions and school boards, disagreements which often seem just so much "inside baseball," unrelated to solving the real problems of education.

However, collaborative bargaining often stops short of real change. Civility—more polite conversation between union and management—is too often taken as the end rather than the means. More cordial contract talks may result, but the parties generally bargain over the standard issues—salaries,

benefits, transfer procedures, class sizes—albeit in quieter tones of voice. The resulting contracts look much the same.

## THE ELEPHANT IN THE MIDDLE OF THE (COLLECTIVE BARGAINING) TABLE

We would be remiss it we did not at this point give credit to the unions and districts that have used collective bargaining, or some form of collective negotiations, as means toward education improvement. Some of these unions and districts have, along the way, developed more trusting and more collaborative relationships. Others have reached a kind of short-term détente, often catalyzed by a public action or event (the release of student test scores, negative newspaper articles or editorials, even an increase in the number of local charter schools) that has caused both sides to recognize they must tackle serious education problems head-on and together.

### Trust Agreements, Joint Committees, and Contract Waivers

Sometimes, particular devices, such as trust agreements, contract waivers, and joint union-management committees, become the vehicles for new kinds of labor-management agreements. In California in the late 1980s and into the 1990s, twelve districts and their unions (some AFT affiliates, some NEA) developed educational policy trust agreements. Written labor-management accords that sit outside the regular collectively bargained contract, trust agreements deal with issues of teaching and learning (Koppich and Kerchner, 1988).

The "trust" in trust agreement has less to do with the notion of the reliability of the other party and more to do with the legal meaning of trust. Resources are held "in trust" for a specific, mutually determined purpose. Poway, a district in suburban San Diego County, for example, developed what

has become, a decade later, one of the most effective peer assistance and review programs in the country. The union and the district set aside "in trust" a portion of lottery funds to deal with a teacher evaluation system neither the union nor the district thought was doing the job.

Relations between the union and the district were not cordial at the start of the trust agreement work, and they are no more so today. But the Poway district and the Poway Federation of Teachers saw a mutual problem and developed a means to try to resolve it.

Many districts, particularly early on in the reform movement, used joint labor-management committees as a way to move forward on their education improvement agendas. Pittsburgh had an overarching joint steering committee, and multiple subcommittees, charged with handling a wide range of instructionally-related issues from staffing and personnel evaluation to improving school discipline to increasing the performance of low-achieving schools (Kerchner, 1993).

Cincinnati tackled the vexing problem of class size with a joint committee which had the authority, and discretionary resources, to resolve disputes brought to them by schools. Not only did the union participate in these decisions as a member of the committee, but the contract specifically removed class size dispute resolution from the grievance realm (King, 1993).

Glenview, Illinois replaced the contract with a constitution. Principles took the place of rules and regulations and nearly all important decisions, about budget, personnel, and school operation became the province of various union-management committees (Smylie, 1993). As a footnote (or maybe more important than a footnote), when a new superintendent was hired in Glenview,

he suspended the constitution, saying it was not "his style." After five years of business more or less as usual, Glenview in 1999 hired a new superintendent who has pledged to restore the constitution.

For a time, contract waivers were making news. Several districts, among them some of the most bureaucratic, such as New York City and Boston, negotiated provisions which allowed individual schools to request waivers from particular contract sections. The school would make the case to a joint union-management team that a specific contract section (class size limits, assignment of teachers to classes, etc.) was impeding the school's ability to accomplish its educational purpose. A joint union-management team would determine if the contract provision could be waived, and for how long. Contract waivers never gained much popularity, and seem to have fallen into disuse.

**Other Bargaining Innovations**

Some districts and unions have used the contract itself as the vehicle for reform. A number of districts—Toledo, Columbus, and Cincinnati, Ohio; and Rochester, New York, for example—have negotiated peer assistance and review programs, the most comprehensive of which provide structured induction for and summative evaluation of new teachers, new forms of professional development for experienced teachers, and assistance and evaluation for tenured teachers in professional jeopardy (Gallagher, Lanier, and Kerchner, 1993; Koppich and Kerchner, 1999).

Seattle has, through its contract, instituted school-based budgeting and has launched a new salary system that will make teacher pay in part dependent on student achievement outcomes. Denver is in the middle of a four-year pay-for performance demonstration project. Montgomery County, Maryland is, with

the involvement of the Montgomery County Education Association, implementing a new accountability system. Minneapolis has redesigned teacher tenure, making the achievement of tenure more rigorous and standards-based through a process of peer and administrator review, professional development, and the construction of new teacher professional portfolios.

And Hammond, Indiana has abandoned the time-bound contract, substituting for it an essentially non-expiring "living contract." The agreement between the Hammond public schools and the Hammond Federation of Teachers is a ten-year document that is expected to continue even beyond its 2002 ending date. The purpose of this contract, says Hammond union president Patrick O'Rourke, is, "to put bargaining in a problem-solving context" and make the contract a living document rather than a static set of rules and regulations.

**Random Acts of Innovation**

Despite the reforms cited above, and others we could add to the list, changes, whether achieved through building union-management trust and collaboration or forging temporary détente fall generally into the category of what Seattle Education Association Executive Director Roger Erskine calls "random acts of innovation." They are serendipitous or idiosyncratic, but rarely systemic. Fifteen years after education improvement efforts in this nation began in earnest, we can still name the districts and unions that are serious about fundamental change.

Too often reform's tenure is dependent on personalities—the superintendent and union president happen to be a good match. A change in leadership threatens whatever reform progress has been made. And this is

particularly troublesome in urban districts where a superintendent can count on an average stay of no more than two or three years.

**The Elephant**

The essential education dilemma remains essentially untouched. The problem to be solved is not whether school districts and their teachers' unions have trusting and cooperative relationships, though trust and cooperation certainly may be preferred to suspicion and animosity. The problem is that student achievement hovers far below where it should be. And that is the elephant at the collective bargaining table.

By nearly every measure—National Assessment of Educational Progress (NAEP), Third International Mathematics and Science Study (TIMSS), state-developed tests of student performance—students are not achieving as well as they must. Making it possible for all students to achieve at high academic levels is an enormously complex and difficult undertaking.

In considering union-management relations, the question is, "How can collective bargaining contribute to improving education and improving student achievement?" The critics, of course, will say, "It can't." And perhaps they are right if we assume that industrial-style bargaining and standard contracts remain the norm.

## WHY CHANGE IS SO HARD

As Adam Urbanski, the quotable president of the Rochester Teachers Association, has remarked, "Real change is real hard and takes real time." Unlearning old habits and expectations is very difficult for both union and management.

Collective bargaining may be a generation old, but it still treads uncomfortably on management's historic duties and obligations. School district officials do not always recognize the union's (or teachers') right to be involved in discussions of substantive issues or make decisions on important professional matters.

We were surprised, for example, when an urban superintendent whom we were interviewing told us he wanted to abolish his district's peer assistance and review program. Having studied that program in some depth, we were convinced it was effective and successful.

When we asked the superintendent why he wanted to end the program, he replied, "If teachers are involved in the process of evaluation, they will come to believe they are more important than they really are." This superintendent wanted to return the role of evaluation to principals, not because he believed principals were better equipped than teachers to accomplish the task, but because, "Evaluation is their job."

Peter McWalters, when superintendent of schools in Rochester, New York (he currently is Commissioner of Education in Rhode Island), lamented, "I can't seem to get central office to stop acting like central office. I hold a meeting on decentralized decision making and they turn it into an edict" (Koppich, 1992).

Turf is hard to relinquish. Sharing power is disconcerting and a little scary. But if change is difficult for school districts, it is no easier for teachers' unions.

Unions must constantly walk a dangerous high wire. As they take steps to move ahead into often uncharted reform waters, they must also be constantly on the lookout to make sure their members are with them, or at least are not too

many steps behind. More than one progressive union local has been accused by its members of "being in bed with management" when it moved faster than the members were ready.

Cincinnati has, by any standard, one of the most reform-minded contracts in the country. The labor agreement between the Cincinnati public schools and the Cincinnati Federation of Teachers includes a Career in Teaching Program which provides mentoring for new teachers and peer review for all teachers, a provision which deals specifically with steps to be taken with chronically low performing schools, and a salary schedule that ties teacher salary increases to demonstrated knowledge and skills.[2]

But Tom Mooney, President of the Cincinnati Federation of Teachers, is quick to acknowledge that union reform is hard fought. And some of the most ferocious battles have not been with the district, but with his own members.

When Cincinnati began down the reform road and union leaders announced some of the new contract provisions, such as the Career in Teaching Program (which had been achieved with a minimum of public rancor), teachers were incredulous, and suspicious. They wondered if they were being taken, if management had put a fast one over on their union leaders. Moreover, "Teachers believed," says Mooney, "that if I'd been (publicly) angrier … they would have gotten a bigger raise."

In both Rochester, New York and in Cincinnati, teachers have rejected contracts their leadership recommended. In Rochester, new pay and accountability systems led to teachers' spurning of their union negotiators'

---

[2] In an ironic twist, the school district, in classic penny wise-pound foolish style, has reduced the Career in Teaching Program in an effort to save money.

efforts. Cincinnati teachers twice rebuffed their leaders' actions—once on a system to deal with low performing schools and once on a new salary schedule. In each instance, the union did what unions do—organize—and brought enough members around so that the reform plans were able to get off the ground.

And there are still a large number of teachers' unions that have barely dipped their toes into any reform water that might threaten long-held union principles. The United Teachers of Los Angeles, a merged AFT-NEA local, jealously guards seniority rights for teacher transfer and assignment, in spite of (or perhaps because of) newspaper articles and editorials that directly link the union's insistence on seniority to detrimental learning conditions for students.

In a strange way, unions simultaneously rail against and defend the status quo. Some, as we have described, have ventured fairly deeply into reform terrain. But others simply hold to the traditional, acceding to their belief that teachers, especially those who have been in the profession for many years, are comfortable with the old ways. And to be fair, "This classroom is mine once I close the door" still holds a great attraction for many teachers.

We are convinced that as long as the industrial model, or even a slightly tweaked version of the industrial model of collective bargaining prevails, little on the student achievement front will change. Real change *is* real hard. And it calls for a real different system.

## WHAT IT WILL TAKE TO MAKE REAL CHANGE HAPPEN

We have written elsewhere about the need for, and the means to, alter union-management relations by changing the collective bargaining system (Kerchner, Koppich, and Weeres, 1997). In order to make possible the kinds of forward strides in student achievement the public and policy makers demand

and educators want, the purpose of collective bargaining must be reshaped, the scope of negotiations must be expanded, and the locus of decision making must be changed.

**Reshape the Purpose of Collective Bargaining**

Collective bargaining was designed to codify teachers' "wages, hours, and working conditions." The contract, as we have indicated, serves as a kind of manual of individual rights and responsibilities. *Self-interest*—what teachers must do and what they may not be called upon to do—governs.

But imagine a system in which institutional, rather than individual, interest prevails. Consider a form of collective negotiations in which the welfare of the education system and the students in it is paramount. This is the system we envision.

Lest there be any doubt, we do not believe that collective bargaining should divorce itself entirely from its original purpose. The conditions under which teachers perform their duties, and the nature of those duties themselves, must be part of any negotiated agreement.

But the essential purpose of the written labor-management accord needs to be to answer the question, "How do we improve education (read: student achievement) in this district?" The primary means for answering this question is through a set of mutually determined, measurable student performance goals. Decisions about teacher conditions of employment and management prerogatives would flow from an assessment of their likely contribution to improving student achievement.

**Redefine the Scope of Negotiations**

Serious consideration about improving education involves serious discussions about curriculum, assessment, resource allocation and deployment, standards for personnel hiring and continued employment, incentives for improved performance, and consequences for failure to improve. Some of these topics are traditional subjects of collective bargaining; others are not.

An artificially restrictive scope of labor-management discussions, a component of all state collective bargaining laws, defeats the purpose of negotiations focused on institutional welfare. If teachers' unions and school districts are to be partners in the effort to improve student achievement (and it seems likely that without some sort of partnership, however fragile, not much improvement is likely), then discussions must be as wide-ranging as possible. No topic that is central to the educational enterprise can be off limits.

It seems unimaginable to construct an effective accountability mechanism or implement a useful set of rewards for improvement and consequences for failure to improve if only one party has a hand in shaping the system. This means, of course, that management must be willing to discuss with the union topics it traditionally has reserved for itself and the union must be prepared to work in areas it is conventionally barred from or resists.

**Move Important Educational Decisions to Schools**

Schools are the centers of educational improvement. Yet it is more than unfair to hold schools accountable for student achievement results when schools do not control what matters. Schools need the authority to make decisions about how dollars are allocated, what personnel are hired, what programs are implemented, and how time in school is spent.

It is, frankly, little more effective for district management to make unilateral determinations in these areas than it is for the union and district at the headquarters level to make these decisions jointly. Schools need the authority to decide these things for themselves. Districts must devolve important decisions to schools in exchange for holding schools accountable for improving student achievement. And unions must trust teachers enough to make responsible educational decisions by letting go of the comprehensive "everything but the kitchen sink" districtwide contract.

**Changing the System Means Changing the Law**

Commitment, hard work, dedication, closely reviewing long unexamined tradition, all of these are important elements of changing labor-management relations. But we are convinced that change will at best be lurchingly incremental unless the law that governs those relationships also changes.

State collective bargaining statutes remain based on the New Deal era National Labor Relations Act. The laws which frame education union-management relations, like their NLRA parent, are based on an assumption of separate and distinct functions for teachers and administrators, rely on employers and employees having different workplace interests, and shelter adversarial labor-management relations. The primary purpose of the negotiated agreement is to protect and expand teachers' rights. The scope of the contract is, by law, narrow and restricted.

Collective bargaining laws protect the status quo. They provide incentives for neither districts nor unions to change. A new bargaining construct requires a new law which expands the purpose of bargaining, increases the range of union-management discussions, moves important decisions to schools, and

provides mechanisms for joint union-management operation of the educational enterprise.

## A FINAL WORD ON TRUST

Trust is a fine thing, an important quality. But the virtue of union-management trust, or collaboration, *for collaborations' sake* has been overstated. If the result of more cordial negotiations is simply a more cooperative atmosphere, then little of substance will have been accomplished.

We need to change both the conventional wisdom about collaboration—that it is not possible—and the commonly held meaning of the term. Union-management collaboration should not imply consistent civility. Bargaining is not an either-or proposition, *either* collaborative bargaining *or* adversarial negotiations.

Part and parcel of union-management relations must be a willingness, on both sides, to discuss, though not necessarily reach immediate agreement on, issues that have traditionally been taboo. To be sure, discussions are easier in an atmosphere of cordiality. But this does not mean there will not be union-management quarrels and tension. Smart, committed people will disagree, sometimes bitterly, over the kinds of high stakes issues involved in improving student achievement. And that is the point.

Collaborative negotiations rest on the assumption that the problem with education labor relations is that there is unnecessary labor-management antagonism. Training in a form of conflict resolution, it is thought, will produce better negotiated agreements.

We view the problem less as one of union-management cooperation, or lack thereof. The fundamental flaw, as we see it, is that the current system of

collective bargaining fails to focus on important educational issues. Until that problem is remedied, all the union-management trust and collaboration in the world will do little to spur improved student results.

## REFERENCES


Cohen-Rosenthal, E. and C. Burton. (1987). "Collective Bargaining for the Future," *The Futurist*. March/April, 34-37.

Elkouri, F. and E. Elkouri. *How Arbitration Works, 3rd ed.* (1973). Washington, D.C.: Bureau of National Affairs.

Fisher, R. and W. Ury. (1981). *Getting to Yes: Negotiating Agreement Without Giving In*. New York: Houghton Mifflin Company.

Gallagher, J., P. Lanier, and C. Kerchner. (1993). "Toledo and Poway: Practicing Peer Review." In *A Union of Professionals and Educational Reform*, C. Kerchner and J. Koppich New York: Teachers College Press.

Kerchner, C. and D. Mitchell. (1988). *The Changing Idea of a Teachers' Union*. New York and London: Falmer Press.

Kerchner, C. and J. Koppich. (1993) *A Union of Professionals: Labor Relations and Educational Reform*. New York: Teachers College Press.

Kerchner, C. (1993) "Pittsburgh: Reform in a Well-managed Public Bureaucracy." In *A Union of Professionals and Educational Reform*, C. Kerchner and J. Koppich New York: Teachers College Press.

Kerchner, C., J. Koppich, and J. Weeres. (1997) *United Mind Workers: Unions and Teachers in the Knowledge Society*. San Francisco: Jossey-Bass Publishers.

King, B. (1993) "Cincinnati: Betting on an Unfinished Season." In *A Union of Professionals and Educational Reform*, C. Kerchner and J. Koppich New York: Teachers College Press.

Kipnis, D. (1996) "Trust and Technology." In *Trust in Organizations: Frontiers of Theory and Research* edited by R. Kramer and T. Tyler. Thousand Oaks, CA: Sage Publications.

Koppich, J. and C. Kerchner (1988). "The Trust agreement Project: Broadening the Vision of Union-Management Relations." Berkeley: Policy Analysis for California Education.

Koppich, J. (1992) "How Professional Unionism Challenges Public Bureaucracy." Paper presented at the annual meeting of the American Educational Research Association.

Koppich, J. and C. Kerchner. (1993) "Negotiated Reform: Preliminary Findings." In *Reforming Education: The Emerging Systemic Approach*, edited by S. Jacobson and R. Berne. Newbury Park, CA: Corwin Press.

Koppich, J. and C. Kerchner. (1999). "Developing Careers, Building a Profession: The Rochester Career in Teaching Plan," Paper prepared for the National Commission on Teaching and America's Future.

Kramer, R., M. Brewer, and B. Hanna. (1996) "Collective Trust and Collective Action: The Decision to Trust as a Social Decision." In *Trust in Organizations: Frontiers of Theory and Research* edited by R. Kramer and T. Tyler. Thousand Oaks, CA: Sage Publications.

Kramer, R. and T. Tyler (Eds.) (1996) *Trust in Organizations: Frontiers of Theory and Research.* Thousand Oaks, CA: Sage Publications.

Powell, W. (1996) "Trust-Based Forms of Governance. In *Trust in Organizations: Frontiers of Theory and Research* edited by R. Kramer and T. Tyler. Thousand Oaks, CA: Sage Publications.

Smylie, Mark. (1993) "Glenview, Illinois: From Contract to Constitution." In *A Union of Professionals and Educational Reform*, C. Kerchner and J. Koppich New York: Teachers College Press.

Tyler, T. and R. Kramer (1996) "Whither Trust?" In *Trust in Organizations: Frontiers of Theory and Research* edited by R. Kramer and T. Tyler. Thousand Oaks, CA: Sage Publications.